

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

IN RE APPLICATION OF THE UNITED
STATES OF AMERICA FOR AN ORDER
PURSUANT TO 18 U.S.C. § 2703(d)

MISC NO. 10GJ3793

**DECLARATION OF KAREN BRINGOLA IN SUPPORT OF OBJECTIONS OF REAL
PARTIES IN INTEREST JACOB APPELBAUM, BIRGITTA JONSDOTTIR, AND ROP
GONGRIJP TO MARCH 11, 2011 ORDER DENYING MOTION TO VACATE AND
DENYING IN PART MOTION TO UNSEAL**

I, KAREN BRINGOLA, declare and state as follows:

1. I am a paralegal at the law firm of Keker & Van Nest LLP, counsel for the Real Party of Interest, Jacob Appelbaum, in the above-captioned matter. I have personal knowledge of the facts stated in this Declaration, and if called as a witness I could and would competently testify to them under oath.

2. Attached hereto as Exhibit 1 are true and correct copies of screen shots of the Twitter website pages shown when a person signs up for a new Twitter user account, including the Twitter's Terms of Service.

3. Attached hereto as Exhibit 2 are true and correct copies of the screen shots of the Twitter website pages shown after a person signs up for a new Twitter user account but while the person is being asked to set the user preferences for their account.

4. Attached hereto as Exhibit 3 is a true and correct copy of Twitter's Privacy Policy located at <https://twitter.com/privacy>, taken on March 24, 2011.

5. As the screen shots in Exhibit 1 show, a person who wants to create a new Twitter account first must click on the "sign up" bar on the right side of the Twitter home page. Once a person clicks the "sign up" bar on Twitter's home page, that person is taken to a webpage called "Join the Conversation" and is directed to enter their full name, user name, password and email account. The "Join the Conversation" webpage also has, as a scroll down box, the Twitter "Terms of Service" available for viewing if the person scrolls down through the available text or clicks on the link to these Terms. After a person clicks the "create my account" button located on this page, they are directed to webpages that allows them to set up their Twitter account.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 24 day of March, 2011, at San Francisco, California.



Karen Bringola

EXHIBIT 1

Have an account? [Sign in](#)

Twitter

The best way to discover what's new in your world.

TRENDING TOPICS [Rebecca Black](#) [Zangief Kid](#) [DemiLovatoThirdAlbum](#) [Joseph Gordon-Levitt](#) [Knut](#) [AH1N1](#) [Sammy](#)

See who's here

Top Tweets [View all >](#)

 **thekatvond** "The more I think about it, the more I realize there is nothing more artistic than to love others." -Vincent Van Gogh
10 minutes ago

 **RyanSeacrest** Just got the new 2nd trailer for Pirates of the Caribbean 4! <http://bit.ly/fJ2vGU>. Nice work @BruckheimerJB
2 hours ago

 **normmacdonald** This twitter addiction is a serious thing. My doctor said its unweetable.
2 hours ago

 **GrahamSpiers** The incessant bigoted chanting by Rangers fans at Hampden was shocking. Unarguably the most socially-backward fans



Join the Conversation

Already on Twitter? Sign in.

Already use Twitter on your phone? Finish signup now.

Full name

Karen Bringola

ok

Your full name will appear on your public profile

Username

kvnpara

ok

Your public profile: <http://twitter.com/kvnpara>

Password

Good

Email

REDACTED

ok

Let others find me by my email address

Note: Email will not be publicly displayed

Terms of Service [Printable version](#)

Terms of Service

These Terms of Service ("Terms") govern your access to and use of the services and Twitter's websites (the "Services"), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and

By clicking on "Create my account" below, you are agreeing to the Terms of Service above and the Privacy Policy.

Create my account

I want the inside scoop—please send me email updates!

Please confirm your email address to access all of Twitter's features. A confirmation message was sent to **REDACTED**
[Learn more](#) · [Resend confirmation](#)

twitter [Home](#) [Profile](#) [Messages](#) [Who to Follow](#) [kvnpara](#) ▾

kvnpara's settings

[Account](#) [Password](#) [Mobile](#) [Notifications](#) [Profile](#) [Design](#)

Name Karen Bringola
 You can change your name on your profile settings.

Username **kvnpara** No spaces, please.
 Your public profile: <http://twitter.com/kvnpara>

Check your email **REDACTED** to confirm.
[Resend confirmation](#)

Email
 Note: email will not be publicly displayed.
 Let others find me by my email address

Language English
 What language would you like to Twitter in?
 Interested in helping translate Twitter? Check out the Translation Center.

Time Zone (GMT-08:00) Pacific Time (US & Canada)

Tweet Location Add a location to your tweets
 Ever had something you wanted to share ("fireworks!", "party!", "ice cream truck!", or "quicksand...") that would be better with a location? By turning on this feature, you can include location information like neighborhood, town, or exact point when you tweet.
 When you tweet with a location, Twitter stores that location. You can switch location on/off before each tweet and always have the option to delete your location history.
[Learn more](#)

You may delete all location information from your past tweets.
 This may take up to 30 minutes.

Tweet Media Show photos and videos from everyone
 By default, you'll only see images and videos shared by people you're following, and not reveal those by people you're not. Check this box to see media from everyone on Twitter.

Tweet Privacy Protect my tweets
 Only let people whom I approve follow my tweets.
 If this is checked, your future tweets will not be available publicly. Tweets posted previously may still be publicly visible in some places.

HTTPS Only Always use HTTPS
 Use a secure connection where possible to encrypt your account information.

[Deactivate my account](#)



Terms of Service

These Terms of Service ("Terms") govern your access to and use of the services and Twitter's websites (the "Services"), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

Basic Terms

You are responsible for your use of the Services, for any content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites (go to the [account settings](#) page to control who sees your Content). You should only provide Content that you are comfortable sharing with others under these Terms.

 What you say on Twitter may be viewed all around the world instantly. You are what you Tweet!

You may use the Services only if you can form a binding contract with Twitter and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Twitter provides are always evolving and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you. In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Twitter on the Services are subject to change. In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Privacy

Any information that you provide to Twitter is subject to our [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Twitter. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Twitter account, which you may not be able to opt-out from receiving.

 You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc. Please see the Notices tab of Settings for more.

Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Twitter be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

Tip This license is you authorizing us to make your Tweets available to the rest of the world and to let others do the same. But what's yours is yours – you own your content.

You agree that this license includes the right for Twitter to make such Content available to other companies, organizations or individuals who partner with Twitter for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Tip Twitter has an evolving set of [rules](#) for how API developers can interact with your content. These rules exist to enable an open ecosystem with your rights in mind.

Such additional uses by Twitter, or other companies, organizations or individuals who partner with Twitter, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be rebroadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Twitter as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

Twitter Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Restrictions on Content and Use of the Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. Please review the [Twitter Rules](#) (which are part of these Terms) to better understand what is prohibited on the Service. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public.

Tip Twitter does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

Except as permitted through the Services (or these Terms), you have to use the [Twitter API](#) if you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Content or Services.

Tip We encourage and permit broad re-use of Content. The Twitter API exists to enable this.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

Copyright Policy

Twitter respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, Twitter will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Twitter, Inc.
Attn: Copyright Agent
795 Folsom Street, Suite 600
San Francisco, CA 94107
Email: copyright@twitter.com

The Services are Available "AS-IS"

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, TWITTER AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. Twitter will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that Twitter has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Twitter or through the Services, will create any warranty not expressly made herein.

Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Twitter of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TWITTER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT TWITTER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Waiver and Severability

The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in San Francisco County, California, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

Entire Agreement

These Terms, the Twitter Rules and our Privacy Policy are the entire and exclusive agreement between Twitter and you regarding the Services (excluding any services for which you have a separate agreement with Twitter that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Twitter and you regarding the Services. Other than members of the group of companies of which Twitter is the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at twitter.com/tos. If the revision, in our sole discretion, is material we will notify you via an @Twitter update or e-mail to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by Twitter Inc., 795 Folsom Street, Suite 600, San Francisco, CA 94107. If you have any questions about these Terms, please [contact us](#).

Effective: November 16, 2010

[Archive of Previous Terms](#)

EXHIBIT 2

Please confirm your email address to access all of Twitter's features. A confirmation message was sent to **REDACTED**

Learn more · Resend confirmation

twitter kvnpara

kvnpara's settings

Account [Password](#) [Mobile](#) [Notifications](#) [Profile](#) [Design](#)

Name Karen Bringola
You can change your name on your profile settings.

Username **kvnpara** No spaces, please.
Your public profile: <http://twitter.com/kvnpara>

Check your email **REDACTED** to confirm.
[Resend confirmation](#)

Email
Note: email will not be publicly displayed.
 Let others find me by my email address

Language **English**
What language would you like to Twitter in?
Interested in helping translate Twitter? Check out the Translation Center.

Time Zone **(GMT-08:00) Pacific Time (US & Canada)**

Tweet Location Add a location to your tweets
Ever had something you wanted to share ("fireworks!", "party!", "ice cream truck!", or "quicksand...") that would be better with a location? By turning on this feature, you can include location information like neighborhood, town, or exact point when you tweet.
When you tweet with a location, Twitter stores that location. You can switch location on/off before each tweet and always have the option to delete your location history.
[Learn more](#)

You may delete all location information from your past tweets.
This may take up to 30 minutes.

Tweet Media Show photos and videos from everyone
By default, you'll only see images and videos shared by people you're following, and not reveal those by people you're not. Check this box to see media from everyone on Twitter.

Tweet Privacy Protect my tweets
Only let people whom I approve follow my tweets.
If this is checked, your future tweets will not be available publicly. Tweets posted previously may still be publicly visible in some places.

HTTPS Only Always use HTTPS
Use a secure connection where possible to encrypt your account information.

Deactivate my account

Please confirm your email address to access all of Twitter's features. A confirmation message was sent to **REDACTED**
Learn more · Resend confirmation · Change email address (Settings)

twitter | [Home](#) [Profile](#) [Messages](#) [Who to Follow](#) [kvnpara](#) ▾

kvnpara's settings

Account **Password** Mobile Notifications Profile Design

Current Password: [Forgot your password?](#)

New Password:

Verify New Password:

Change

Password
Be tricky! Your password should be at least 6 characters and not a dictionary word or common name. Change your password on occasion.

Note: if you have trusted a third-party Twitter service or software with your password and you change it here, you'll need to re-authenticate to make that software work. (Never enter your password in a third-party service or software that looks suspicious.)

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Please confirm your email address to access all of Twitter's features. A confirmation message was sent to **REDACTED**
Learn more | Resend confirmation | Change email address (Settings)

twitter | [Home](#) [Profile](#) [Messages](#) [Who to Follow](#) [kvnpara](#) ▾

kvnpara's settings

Account | Password | **Mobile** | Notifications | Profile | Design

Use Twitter with Text Messaging!

Twitter is more fun when used through your mobile phone. Set yours up! It's easy! Twitter does not charge for this service. Standard message and data rates may apply.

Country/region

Phone number
 Let others find me by my phone number

Start

Text Messaging on Twitter
Setting up your phone allows you to:
Send tweets with text messaging on your phone.
Receive texts for DMs and the tweets from users you want to be notified about.
Clicking the phone icon on a users profile page or your followers page sets Tweet notifications for that user.
 OFF ON

Twitter commands

Do more than Tweet! Send these commands to Twitter:

FOLLOW username
Start following a user

UNFOLLOW username
Stop following a user

ON/OFF
Turn all Tweet notifications on or off

ON/OFF username
Set Tweet notifications for a user on or off (you'll still be following them even if you set it to off)

GET username
Shows you the latest tweet from any user

RT username
Retweet a user's latest tweet

FAV username
Favorite a user's latest tweet

D username your-message
Send a direct message to a user

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Please confirm your email address to access all of Twitter's features. A confirmation message was sent to **REDACTED**
Learn more · Resend confirmation · Change email address (Settings)

twitter | [Home](#) [Profile](#) [Messages](#) [Who to Follow](#) [kvnpara](#) ▾

Kvnpara's settings

[Account](#) [Password](#) [Mobile](#) **Notifications** [Profile](#) [Design](#)

New Follower Emails Email when someone starts following me

Direct Text Emails: Email when I receive a new direct message

Email Newsletter I want the inside scoop—please send me email updates!

Notices
These settings control how much we bug you about various things.

Tips
Be sure your email is correct in account settings to receive emails.

Save

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Please confirm your email address to access all of Twitter's features. A confirmation message was sent to **REDACTED**
Learn more · Resend confirmation · Change email address (Settings)

twitter | [Home](#) [Profile](#) [Messages](#) [Who to Follow](#) [kvnpara](#) ▾

kvnpara's settings

[Account](#) [Password](#) [Mobile](#) [Notifications](#) **Profile** [Design](#)

Picture  [Maximum size of 700K. JPG, GIF, PNG.](#)

Name Enter your real name, so people you know can recognize you.

Location Where in the world are you?

Web Have a homepage or a blog? Put the address here. (You can also add Twitter to your site here)

Bio About yourself in fewer than 160 chars.

Profile
This information appears on your public profile, search results, and beyond.
It helps instantly identify you to those following you, and tells those who aren't more about you.

Tips
Filling in your profile information will help people find you on Twitter. For example, you'll be more likely to turn up in a Twitter search if you've added your location or your real name. Your Twitter profile picture helps instantly identify you to those following you—and tells those who aren't more about you.

Save

© 2011 Twitter [About Us](#) [Contact](#) [Blog](#) [Status](#) [Resources](#) [API](#) [Business](#) [Help](#) [Jobs](#) [Terms](#) [Privacy](#)

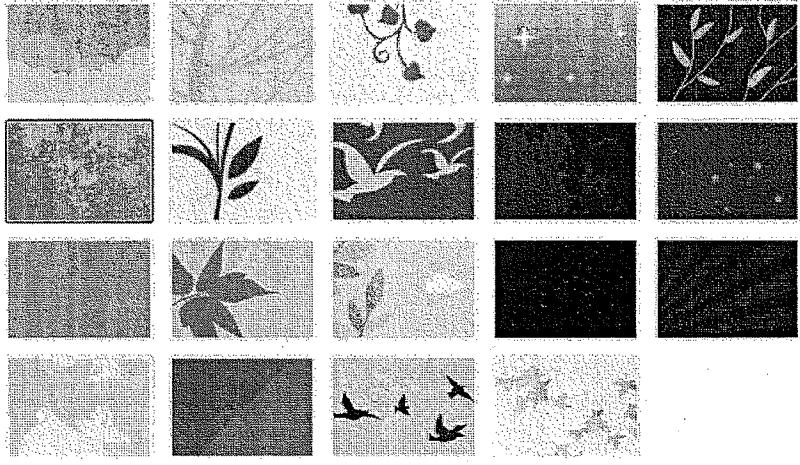
Please confirm your email address to access all of Twitter's features. A confirmation message was sent to **REDACTED**
Learn more · Resend confirmation · Change email address (Settings)

twitter | Home Profile Messages Who to Follow kvnpara ▾

kvnpara's settings

Account Password Mobile Notifications Profile **Design**

Select a theme



Change background image Change design colors

Save Changes Cancel

© 2011 Twitter

Design
Customize the look of your Twitter feed and how you interact with it. Choose from pre-made themes, or make your own using Twitter's built-in design interface.

Tips
Follow these tips to make the most of Twitter, but there's lots more to learn and lots more changes to make. We've been keeping track of them.

Get more creative
Create your own Twitter theme. This guide will show you how to make your own Twitter theme.



1 Interests → 2 Friends →

Search

Select the topics you are interested in. Find a few people you want to hear from, then follow them.

Art & Design

56 suggestions

Books

72 suggestions

Business

65 suggestions

Charity

85 suggestions

Deals

32 suggestions

Entertainment

127 suggestions

Family

55 suggestions

Fashion

71 suggestions

Food & Drink

88 suggestions

Funny

72 suggestions

Health

52 suggestions

Music

126 suggestions

News

59 suggestions

Politics

82 suggestions

Science

58 suggestions

Sports

121 suggestions

Welcome To Twitter @kvnpara!

To get the most out of Twitter follow your first 10 accounts that are of interest to you.

You follow 0

1 2 3 4 5 6 7 8 9 10

Next Step: Friends »

Technology

60 suggestions

Travel

56 suggestions

Twitter

16 suggestions

Voices in Egypt

31 suggestions

EXHIBIT 3

Please confirm your email address to access all of Twitter's features. A confirmation message was sent to REDACTED
[Learn more](#) · [Resend confirmation](#) · [Change email address \(Settings\)](#)



kvnpa...

Twitter Privacy Policy

This Privacy Policy describes Twitter's policies and procedures on the collection, use and disclosure of your information. Twitter receives your information through our various web sites, SMS, APIs, services and third-parties ("Services"). When using any of our Services you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy. Irrespective of which country that you reside in or create information from, your information may be used by Twitter in the United States or any other country where Twitter operates.

If you have any questions or comments about this Privacy Policy, please contact us at privacy@twitter.com.

Information Collection and Use

We collect and use your information to provide our Services and improve them over time.

Information Collected Upon Registration: When you create or reconfigure a Twitter account, you provide some personal information, such as your name, username, password, and email address. Some of this information, for example, your name and username, is listed publicly on our Services, including on your profile page and in search results. Some Services, such as search, public user profiles and viewing lists, do not require registration.

Additional Information: You may provide us with additional information to make public, such as a short biography, your location, or a picture. You may customize your account with information such as a cell phone number for the delivery of SMS messages or your address book so that we can help you find Twitter users you know. We may use your contact information to send you information about our Services or to market to you. You may unsubscribe from these messages by following the instructions contained within the messages or the instructions on our web site. If you email us, we may keep your message, email address and contact information to respond to your request. Providing the additional information described in this section is entirely optional.

Tweets, Following, Lists and other Public Information: Our Services are primarily designed to help you share information with the world. Most of the information you provide to us is information you are asking us to make public. This includes not only the messages you Tweet and the metadata provided with Tweets, such as when you Tweeted, but also the lists you create, the people you follow, the Tweets you mark as favorites or Retweet and many other bits of information. Our default is almost always to make the information you provide public but we generally give you settings to make the information more private if you want. Your public information is broadly and instantly disseminated. For example, your public Tweets are searchable by many search engines and are immediately delivered via SMS and our APIs to a wide range of users and services. You should be careful about all information that will be made public by Twitter, not just your Tweets.

What you say on Twitter may be viewed all around the world instantly.

Location Information: You may choose to note your location in your Tweets and in your Twitter profile. If you turn on Tweeting with your location, we may also save exact coordinates to help improve our service. You can control your location information settings in your account settings.

Log Data: Our servers automatically record information ("Log Data") created by your use of the Services. Log Data may include information such as your IP address, browser type, the referring domain, pages visited, and search terms. Other actions, such as interactions with advertisements, may also be included in Log Data.

Links: Twitter may keep track of how you interact with links in Tweets across our Services including third party clients by redirecting clicks or through other means. We do this to help improve our Services, including advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on.

Cookies: Like many websites, we use "cookie" technology to collect additional website usage data and to improve our Services, but we do not require cookies for many parts of our Services such as searching and looking at public user profiles or lists. A cookie is a small data file that is transferred to your computer's hard disk. Twitter may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to improve our Services. Most Internet browsers automatically accept cookies. You can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

Third Party Services: Twitter uses a variety of services hosted by third parties to help provide our Services, such as hosting our various blogs and wikis, and to help us understand the use of our Services, such as Google Analytics. These services may collect information sent by your browser as part of a web page request, such as cookies or your IP request.

Information Sharing and Disclosure

 We do not disclose your private information except in the limited circumstances described here.

Your Consent: We may share or disclose your information with your consent, such as when you use a third party web client to access your Twitter account.

Service Providers: We engage certain trusted third parties to perform functions and provide services to us. We may share your personal information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to obligations mirroring the protections of this privacy policy.

Law and Harm: We may disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect Twitter's rights or property.

Business Transfers: In the event that Twitter is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. The promises in this privacy policy will apply to your information as transferred to the new entity.

Non-Private or Non-Personal Information: We may share or disclose your non-private, aggregated or otherwise non-personal information, such as your public Tweets or the number of users who clicked on a particular link (even if only one did).

Modifying Your Personal Information

If you are a registered user of our Services, we provide you with tools to access or modify the personal information you provided to us and associated with your account.

Our Policy Towards Children

Our Services are not directed to people under 13. If you become aware that your child has provided us with personal information without your consent, please contact us at privacy@twitter.com. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account.

Changes to this Policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at <http://twitter.com/privacy>. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an @Twitter update or e-mail to the email associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

This Privacy Policy is effective as of November 16, 2010.

Archive of Previous Privacy Policies

Thoughts or questions about this Privacy Policy? Please, let us know.